**Bid pack attachment 5: Order Form**

[Guidance note: The only things you need to edit are highlighted in yellow. Delete or amend text as appropriate, before publishing. At publication there must be no yellow highlighting left. Delete this guidance note once completed].

Contract reference: [Insert procurement reference and procurement title]. [Guidance for Crown Commercial Service (CCS): please include Salesforce reference number.]

**Order Form**

CALL-OFF REFERENCE: **[Insert** Buyer’s contract reference number]

THE BUYER: **[Insert** Buyer’s name]

BUYER ADDRESS [**Insert** business address]

THE SUPPLIER: [**Insert** name of Supplier]

SUPPLIER ADDRESS:[**Insert** registered address (if registered)]

REGISTRATION NUMBER:[**Insert** registration number (if registered)]

DUNS NUMBER: **[Insert** if known]

SID4GOV ID: **[Insert** if known]

**[Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from ‘APPLICABLE FRAMEWORK CONTRACT’ and up to, but not including, the** **Signature block**

It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule then **you must send the updated Schedule** with the Order Form to the Supplier:

[Where Call-Off Schedule 20 (Clustering) is selected then the Deliverables shall also be provided for the benefit of the following Cluster Members:]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Cluster Member | Services to be provided | Duration | Special Terms |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |

APPLICABLE FRAMEWORK CONTRACT**:**

This Order Form is for the provision of the Call-Off Deliverables and dated [**Insert** date of issue].

It’s issued under the Framework Contract with the reference number [**Insert** Framework Contract Reference number] for the provision of [**Insert** name of goods and services].

CALL-OFF LOT(S):

This Call-Off Contract is in relation to the following Lot (please select):

|  |  |  |  |
| --- | --- | --- | --- |
| **Sub-lot:** | **Services:** | **Tick as appropriate:** | **Supplier Accreditations** |
| **Lot 1A** | **Linen Hire with Standard Wash Linen and Laundry Services** |  | **ISO9001 / EN14065**  **Cyber Essentials** |
| **Lot 1B** | **Specialist Laundry Services (Theatre Packs)** |  | **ISO9001 / EN14065**  **Cyber Essentials** |
| **Lot 1C** | **Standard Wash Linen and Laundry Services with Theatre Packs** |  | **ISO9001 / EN14065**  **Cyber Essentials** |
| **Lot 1D** | **Specialist Cleanroom Laundry Services** |  | **ISO9001 / EN14065**  **Cyber Essentials** |
| **Lot 2A** | **Cleaning Services and Pest Control** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 2B** | **Ambulance Cleaning Services** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3A** | **Non-Hazardous Clinical Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3B** | **Hazardous Clinical Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3C** | **Hazardous and Non-Hazardous General Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3D** | **Recyclable General Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3E** | **Confidential Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3F** | **Sanitary Waste** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 3G** | **Total Waste Management** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 4A** | **Patient Catering** |  | **ISO9001**  **Cyber Essentials** |
| **Lot 4B** | **Retail Catering and Hospitality Services including 24-hour Catering Services** |  | **ISO9001**  **Cyber Essentials** |

**Lot 5 Bundled Soft FM - Work Packages**

|  |  |  |  |
| --- | --- | --- | --- |
| **Work Package(s)** | **Services:** | **Tick as appropriate:** | **Supplier Accreditations** |
| **Lot 5** | **Soft FM Bundled Services** |  | **ISO9001**  **Cyber Essentials**  **SIA approved contractor scheme**  **ISO14001**  **ISO27001** |

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **[Insert** framework reference number]
3. Framework Special Terms [**Buyer guidance:** This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]
4. The following Schedules in equal order of precedence:

[**CCS guidance: delete** any highlighted Schedule that is not listed in the final Framework Award Form. **Add** any Joint or Call-Off Schedules that have been added to the final Framework Award Form. You **must** ensure that all schedules in this list are available to Buyers on the CCS web site, as finalised at Framework award.]

[**Buyer guidance: delete** any highlighted Schedules that you do not need for this Call-Off Contract. **Add** any additional Schedule needed, providing it is within scope of the framework agreement. **Remove** any highlighting remaining before finalising this Order Form. **Remove** this guidance too.]

* Joint Schedules for **RM6331**
  + Joint Schedule 2 (Variation Form)
  + Joint Schedule 3 (Insurance Requirements)
  + Joint Schedule 4 (Commercially Sensitive Information)
  + Joint Schedule 6 (Key Subcontractors)
  + Joint Schedule 7 (Financial Difficulties)
  + [Joint Schedule 8 (Guarantee)]
  + [Joint Schedule 9 (Minimum Standards of Reliability)]
  + Joint Schedule 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
  + Joint Schedule 12 (Supply Chain Visibility)

* Call-Off Schedules for **RM6331**
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 5 (Pricing Details)
  + [Call-Off Schedule 6 (ICT Services)]
  + [Call-Off Schedule 7 (Key Supplier Staff)]
  + Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  + Call-Off Schedule 9 (Security)
  + Call-Off Schedule 10 (Exit Management)
  + [Call-Off Schedule 11 (Installation Works)]
  + [Call-Off Schedule 12 (Clustering)]
  + [Call-Off Schedule 13 (Mobilisation Plan and Testing)]
  + [Call-Off Schedule 14 (Key Performance Indicators)]
  + [Call-Off Schedule 15 (Call-Off Contract Management)]
  + [Call-Off Schedule 16 (Benchmarking)]
  + [Call-Off Schedule 17 (MOD Terms)]
  + [Call-Off Schedule 18 (Background Checks)]
  + [Call-Off Schedule 19 (Scottish Law)]
  + [Call-Off Schedule 20 (Call-Off Specification)]
  + [Call-Off Schedule 21 (Northern Ireland Law)]
  + [Call-Off Schedule 22 (Lease Terms)]
  + [Call-Off Schedule 23 (HMRC Terms)]
  + [Call-Off Schedule 24 (Supplier Furnished Terms)]
  + Call-Off Schedule 25 (Billable Works and Projects)
  + Call-Off Schedule 26 (Buyer Remedies for Default and Step in Rights)
  + Call-Off Schedule 27 (Accessed Contracts)
  + Call-Off Schedule 28 (TUPE Surcharge)
  + Call-Off Schedule 29 (Redundancy Surcharge)
  + [Call-Off Schedule 30 (Concession Agreement)]
  + [Call-Off Schedule 31 (Collateral Warranty Agreements)]
  + [Call-Off Schedule 32 (Performance Bond)]
  + Call-Off Schedule 33 (Corporate Resolution Planning)

1. CCS PSC Core Terms (Version 3.0.11)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6331
3. [Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

**[Insert** terms to revise or supplement Core Terms, Joint Schedules, Call Off Schedules; or none]

[Special Term 1]

[Special Term 2]

[None]

EFFECTIVE DATE: [Day/Month/Year]

**[Buyer Guidance:** insertthe date on which the final Party has signed the Contract]

CALL-OFF START DATE:

the date the Contract Period commences [Day/Month/Year]

**[Buyer Guidance:** insertthe date on which the Contract Period to commence. This may be the same as the Effective Date or you may wish the Contract Period to commence later].

MOBILISATION PERIOD:

[Day/Month/Year] to [Day/Month/Year]

**[Buyer Guidance: this is a [x] period of time, following the Effective Date, prior to the commencement of the Services (**insertthe date on which Mobilisation Period commences and ends].

CALL-OFF INITIAL PERIOD

COMMENCES / DATE CONTRACT YEAR 1 COMMENCES: [Day/Month/Year]

**[Buyer Guidance:** insertthe date on which the Services commence, following the Mobilisation Period].

DATE CALL-OFF INITIAL PERIOD ENDS): [Day/Month/Year]

CALL OFF OPTIONAL EXTENSION PERIOD 1 (start and end dates): [Day/Month/Year] to [Day/Month/Year]

CALL-OFF OPTIONAL EXTENSION PERIOD 2 (start and end dates): [Day/Month/Year]

TOTAL MAXIMUM CONTRACT PERIOD [Day/Month/Year] to [Day/Month/Year]

**[Buyer Guidance**: insert the date on which the Mobilisation Period commences and the latest date the Contract ends]

CALL-OFF DELIVERABLES

**[Buyer guidance:** **complete** option A or, if Deliverables are too complex for this form, **use** option B and Call-Off Schedule 20 instead. **Delete** the option that is not used.]

[Option A: [Name of Deliverable][Quantity][Delivery date][Details]]

[Option B: See details in Call-Off Schedule 20 (Call-Off Specification)]

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management and other related approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

DRAWN DOWN DELIVERABLES:

* **[Buyer guidance** You must complete the following sections in order to provide the Supplier with as much information as possible. If you do not have sufficient information to do this, you must make an appropriate risk assessment and seek the necessary management approvals/legal advice].
* [The location of the provision of certain Deliverables is not fixed on the Start Date however the Buyer is aware that the following parameters may apply to its requirements for these Deliverables:
* The Buyer shall draw down the required Deliverables using the form contained within Appendix 1
* [The locations of the provision of the Deliverables will be within the following description: [     ]
* The duration for the provision of these Deliverables will be over the following period: [ ]
* The Buyer will provide at least the following amount of notice in order to require the delivery of such Deliverables : **[     ]**
* Such Deliverables will be drawn down with the following period following the Call Off Start Date: **[** **]**
* The guaranteed [minimum] [maximum] volume/unit of measure of these Deliverables will be as follows: [ ]
* Additional provisions applicable to the provision of such Deliverables: **[Insert other relevant provisions such as implementation planning]**
* The volume tolerance which will apply to the requirements for these Deliverables will be: [     ]
* The pricing provisions that will apply to the provision of these Deliverables will be: [**Insert any specific pricing provisions that will apply and which are based on the prices set out in Framework Schedule 3 (Framework Prices) such as stage payments**]]
* [Insert any other parameters that may apply ]

The Supplier acknowledges that the volume of certain Deliverables may be subject to adjustment during the Contract Period and specifically:

[**Set out parameters for potential adjustment such as but not limited to closure of existing buildings/Buyer Premises, opening of new buildings/Buyer Premises, flex of Deliverables provided in one building/Buyer Premises such that they can be relocated to other buildings and any extension of provision of Deliverables in a building**]

Any such adjustments shall be recorded in accordance with the Variation Procedure and any impact on the Charges shall be calculated in accordance with the provisions relating to the Charges and the Framework Prices.

[OR]

[Are outlined in Call-Off Special Schedule X (if too complex to detail in this form)]

CALL-OFF CHARGES

**[Buyer guidance:** **Use** option A or, if charging model is too complex to detail in this form or must be embedded, **use** option B and Call-Off Schedule 5 instead. **Delete** the option that is not used.]

[Option A: **Insert** the Charges for the Deliverables]

[Option B: See details in Call-Off Schedule 5 (Pricing Details)]

[**Delete** if not used: All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)]

**[Delete** if by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* [Specific Change in Law]
* [Benchmarking using Call-Off Schedule 16 (Benchmarking)]
* [Variation agreed in writing and signed by both Parties in accordance with clause 24 (Changing the Contract)
* [Indexation]

TARGET COST

[Not Applicable] or

[Where the Charges are calculated on the basis of target cost:

The maximum margin shall be: [ ]

'Target Price Maximum Cap [ ]

PAYMENT METHOD

[**Insert** payment method(s) and necessary details]

BUYER’S INVOICE ADDRESS:

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

INDEXATION

The Payment Index that shall be applied in relation to indexation shall be [the Consumer Price Index / Textiles Services Cost Index]. Indexation shall only apply from [**insert date of first indexation]** and shall be applied on every [yearly anniversary] of [**insert date**]

Indexation shall be applied to [the Baseline Monthly Payment] and [**insert any others which are applicable**]

PASS THROUGH COSTS

[Not Applicable] or

[The Supplier shall be entitled to recover the following types of Pass Through Costs in accordance with Call-Off Schedule 5 (Call-Off Prices) [ ]].

MORE FAVOURABLE COMMERCIAL TERMS

For this framework these will only apply to Pass Through Costs

TUPE OPTION

[Not Applicable] or [insert which TUPE Option applies]

BILLABLE WORKS

The estimated total value range for Billable Works shall be as set out below:

**[Buyer guidance:** Buyer to amend to align with their own internal policies]

|  |  |
| --- | --- |
| **Tier** | **Estimated total value range** |
| Tier One Billable Works | [£1001 - £5000] |
| Tier Two Billable Works | [£5001 - £10,000] |
| Tier Three Billable Works | [£10,001 - £25,000] |
| Tier Four Billable Works | [Above £25,000] |

BILLABLE WORKS NOT REQUIRING APPROVAL

[The value of Billable Works not requiring approval is: [insert value ]

**[Buyer guidance** Insert the value of Billable Works not requiring approval as per paragraph 3.2.1 of Call off Schedule 25 (Billable Works and Projects)]

BUSINESS CRITICAL EVENTS

[Business Critical Events are as follows: [ ]]

**[Buyer guidance** Insert Business Critical Events which the Buyer is not required to seek prior written approval from the Buyer prior to proceeding to provide any Billable Works, as per para 3.2.2 of Call off Schedule 25 (Billable Works and Projects)]

BUYER’S AUTHORISED REPRESENTATIVE**:**

[Name] [Position] [Email] [Address] [Telephone]

BUYER NOTICES

[Name] [Position] [Email] [Address]

BUYER SECURITY REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

BUYER’S ENVIRONMENTAL POLICY

**[Insert details** [Document Name] [Version] [Date] [Available Online name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Special Schedule X]]

BUYER’S SECURITY POLICY

**[Insert details** [Document name] [version] [date] [available online at:]

**or insert:** [Appended at Call-Off Schedule X]]

SUPPLIER’S AUTHORISED REPRESENTATIVE

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

SUPPLIER’S CONTRACT MANAGER

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

PROGRESS REPORT FREQUENCY**:**

**Insert report frequency:** On the first Working Day of each calendar month]

PROGRESS MEETING FREQUENCY

**[Insert meeting frequency:** Quarterly on the first Working Day of each quarter]

KEY STAFF:

[Name] [Position] [Email] [Address]

[**Insert** name]

**[Insert** role]

[**Insert** email address]

**[Insert** address]

KEY SUBCONTRACTOR(S)

**[Insert** name (registered name if registered)]

E-AUCTIONS:

[Not Applicable] or

[The Buyer shall be entitled to include an electronic reverse auction in any Further Competition Procedure.]

COMMERCIALLY SENSITIVE INFORMATION**:**

[Not Applicable] [**Insert** Not applicable **or insert** Supplier’s Commercially Sensitive Information]

ADDITIONAL INSURANCES

[**Insert** Not applicable

**or insert** details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

GUARANTEE

[**Insert** Not applicable

**or insert** The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

**or insert** There’s a guarantee of the Supplier's performance provided for all Call-Off Contracts entered under the Framework Contract]

SERVICE PERIOD:

[Not Applicable] or

[The **insert** Service Period for the purposes of Call-Off Schedule 14 (Key Performance Indicators) shall be [one Month].

KPI CREDITS, AT RISK % AND EARN BACK%:

[Not Applicable] or

[KPI Credits accrue in accordance with Call-Off Schedule 14 (Key Performance Indicators).

For the purposes of Call-Off Schedule 14 (Key Performance Indicators):

(i) the At Risk % shall be: [ ] % [**insert % but CCS recommendation is that this should not exceed 6%**]; and

(ii) the Earn Back % shall be: [50%] [**adjust % where required**]]

CONCESSION:

[**Insert** Not Applicable] **or**

[The provision of the Deliverables shall include the operation of a concession as described below in accordance with Call-Off Schedule 30 (Concession Agreement): .

|  |  |
| --- | --- |
| **Concession Business** | [**Set out a description of the concession business** |
| **Concession Location** | **Set out a description of where the concession is to be operated** |
| **Concession Term** | The right to operate the Concession Business will come into force on [**Insert start date**] and, subject to earlier termination as provided for in Clause 10 [Ending the contract], will continue in full force and effect until [**Insert details of duration - this may be the same as the duration of the Contract itself or may be for a shorter duration**] |
| **Supplier Concession Equipment** | [**Insert details of any equipment which the Supplier is entitled to install at the Concession Location and which will be used in relation to the operation of the Concession Business]** |
| **Concession Fee** | [**Set out the pricing provisions relating to the Concession - consider whether this will be positive (where the Supplier pays the Buyer a fee to permit it to operate the Concession Business), negative (where the Buyer subsidises the operation of the Concession Business) or neutral (where no fee is paid by either party to the other in relation to the operation of the Concession Business)**  **Consider whether the Concession Fee should be captured in Call Off Schedule 5 (Pricing) and cross referenced from here** |
| **Concession Hours of Operation** | **Set out the hours during which the Concession Business should be open for operation** |
| **Buyer Concession Equipment** | **Set out the equipment to be provided to the Supplier to assist it in operating the Concession e.g. cooking equipment, tables, etc.** |
| **Facilities** | **Set out the facilities to be provided to the Supplier to assist it in operating the Concession e.g. cooking equipment, tables, electricity, heating, etc.** |
| **Facilities and Equipment Costs** | **Set out any charges that the Buyer will raise on the Supplier in relation to the provision of the Facilities e.g. recharge for electricity consumed** |
| **Concession Special Terms** | **Set out any special terms applicable to the operation of the Concession Business** |

COLLATERAL WARRANTIES

[Not Applicable] or

[If (Collateral Warranties) is used: [The Supplier enters into collateral warranty agreements in favour of...........................................................]

The Supplier procures collateral warranties from the Subcontractors identified below:

* ...........................................................
* ...........................................................

in favour of:

* the Authority; and.............................
* .........................................................]

PERFORMANCE BOND

[Not Applicable] or

[If (Performance Bond) is used the amount of the performance bond is………..]

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the following social value commitments as were provided for in its [Call-Off Tender]:

COUNTERPARTS

The Call-Off Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Transmission of an executed counterpart of this Call-Off Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed “wet-ink” counterpart of this Call-Off Contract. If either method of delivery is adopted, without prejudice to the validity of the Call-Off Contract thus made, each Party shall provide the others with the “wet-ink” hard copy of such counterpart as soon as reasonably possible thereafter

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

[**Buyer guidance:** execution by seal / deed where required by the Buyer].

**APPENDIX 1 –**

**Request to Draw Down Deliverables**

**PARTIES**

* **From [insert name] (Buyer)**
  + **Name: [insert name]**
  + **Registered Address: [insert address]**
  + **Region:**
* **To [insert name] (Supplier)**
  + **Name:**
  + **Registered Address:**
  + **Registered Number:**

**Date: [**Day/Month/Year]

This Request for [insert Deliverables required] form, when signed by both Parties, forms the agreement of the Supplier to support the Buyer in providing Services for [insert Contract name]

The Buyer requires the following Services as specified in the Specification and associated Annexes, and as per the prices provided by the Supplier in the Pricing Matrix of the [insert Contract name]. The Services are being drawn down as per the Drawn Down Deliverables process detailed in the Order Form.

The Services are required at the following locations:-

[insert locations]

Any additional Services required by the Buyer outside of the Services listed below shall be agreed as per the variation process as stated within the Core Terms.

[insert any other relevant details of drawn down deliverables]

Signed by:

Buyer

|  |  |
| --- | --- |
| Signed |  |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |

Supplier

|  |  |
| --- | --- |
| Signed |  |
| Print Name |  |
| Role |  |
| Organisation |  |
| Date |  |